

**STRATA PLAN NW 644**

**KINGSWOOD DOWNES**

**BYLAWS**

**Updated: Bylaws amended at AGM – November 26, 2007**





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PROPERTY MANAGEMENT SERVICES

Please find attached a copy of the **Bylaws** and/or amendments for  
**Strata Corporation** NW644

These Bylaws are provided on a “without prejudice” basis. If you require Bylaws for legal purposes, we recommend you obtain an exact copy of the Strata Corporation’s registered Bylaws from the Land Title Office and consult professional legal counsel regarding their content.

THE WYNFORD GROUP  
Managing Agents



# BYLAWS

## NW 644 – KINGSWOOD DOWNES

### Division 1 -- Duties of Owners, Tenants, Occupants and Visitors

#### Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Any owner owing monies fifteen (15) days after the due date will be assessed a late penalty of \$25.00 and an additional \$50.00 will be assessed as a further late penalty if payment is not made within thirty (30) days of the due date. An additional \$50.00 will be assessed for subsequent 30 days periods until the account is paid in full. At the end of a three months period, a lien will be placed on the strata lot involved at owner's expense for the total monies due. Owners will be notified prior to placement of fines.

#### Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (3) Any insurance deductible costs, if a claim is made under the Strata Corporation insurance for repairs required to the common property or any strata lot, shall be considered an expense not covered by the proceeds received as insurance coverage and will be charged to the owner(s) of the Strata Lot responsible. Until the loss or damage to common property or any strata lot reaches the amount of the deductible, there is not a strata corporation insured claim, and damage or loss to the common property or any strata lot will be charged, to the strata lot owner(s) of the strata lot responsible.
- (4) An Owner, or their designated representative, replacing the in-suite hot water tank must do so in accordance with current building and plumbing codes.

In addition, all Residents must complete a registration form for their hot water tanks submitting it to the Strata Corporation within three (3) months after the passage of this Bylaw, and subsequently re-register their hot water tanks after replacement thereof.

## Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant or occupant must not keep any pets on a strata lot other than the following:
- (a) one (1) cat or dog per household and/or one or more of the following:
    - (i) no more than two (2) small caged animals, other than a dog or cat;
    - (ii) a reasonable number of fish or other small aquarium animals;
    - (iii) up to two (2) caged birds;
  - (b) the intentional breeding of pet animals is not permitted;
  - (c) an owner, tenant or occupant that keeps a pet must comply with these bylaws and the new rules enacted by the Strata Council on behalf of the Strata Corporation pursuant to Bylaw 3 with respect to the keeping of pets.
- (4) Owners of pets that have been grandfathered (either outdoor cat or more than one pet) must notify Council when the pet is away from the premises for longer than (1) month in order to retain their privilege.

- (5) An owner, tenant or occupant that keeps a dog or a cat in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the number of the strata lot in which the pet is kept, the name and the telephone number of the owner of the pet, the licence number of the pet (when the pet is required to be licensed) and the written vaccination record.
- (6) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (7) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- (8) An owner, tenant or occupant will be held responsible for excessive damage and/or nuisance caused by any pet (digging in gardens, urinating and defecating on common property, etc).
- (9) Dogs must be leashed at any time while on common property.
- (10) If Council, on reasonable grounds considers a pet to be a threat, the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.
- (11) The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- (12) Effective February 1, 2003, all cats must be indoor cats and litter box trained. Excursions are allowed in the unit's backyard or balcony or when leashed. Existing cats as of February 1, 2003 are exempt.
- (13) An owner, tenant or occupant must not:
  - (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:00 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
  - (b) use major appliances (dishwasher, washer, dryer, etc) between 10:00 p.m. and 7:00 a.m. on weekdays and between 10:00 p.m. and 8:00 a.m. on weekends;

- (c) use appliances when not at home;
- (d) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
- (e) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant, or occupant;
- (f) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (g) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (h) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
- (i) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (j) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (k) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply;
- (l) allow a strata lot to become unsanitary or a source of odour;
- (m) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;



- (n) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building that are clearly visible from the common property outside of the building;
- (o) install a storage trellis or shed on the balcony without submitting a written request to and receiving written approval from the Strata Council;
- (p) install storage sheds or construct any other structures in the backyard that are clearly visible from the common property outside of the building; patio umbrellas and patio heaters and freestanding plant arbors / trellises not to exceed approximately seven (7) feet in height are excluded;
- (q) use or install in or about a strata lot any awnings, window or balcony guards, ventilators, supplementary heating or air conditioning devices;
- (r) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto, without Council's approval;
- (s) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (t) place any indoor and outdoor carpeting on any patio or balcony, or place any items on any deck, patio or the balcony except free standing, self contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items, with the exception of Christmas lights, within one foot of a balcony railing line; and
- (u) keep any hanging baskets other than within the perimeter line of the balcony and firmly fastened to prevent them from falling.
- (v) place any planters on the balcony railing other than the "saddle bag" design in order to prevent them from falling;
- (w) give any keys or access cards for the recreation center to any person other than an occupant or guest of the strata lot permitted by these bylaws;
- (x) install any outdoor Christmas decorations and lights before November 15 and keep them on after February 15;
- (y) allow vegetation in the backyard (if a lower unit) or on the patio (if an upper unit) to grow through or under the fence, or climb on or cling to the fence, building, or balcony railings.
- (z) pour concrete within backyards without prior written approval from

the Strata Council.

- (14) All breaches of the Bylaws related to excessive noise emanating from a unit and creating nuisance to neighbours will be addressed, upon receipt of a written letter by the Strata Council from a complainant setting out the nature of the complaint as follows:
- (i) a warning letter is sent out to the offending strata lot;
  - (ii) in case of reoccurrence and at the discretion of Council, the incident will require a Council member as a witness; first fine of \$50.00 will be applied to the account of the offending strata lot;
  - (iii) each further incident will result in additional fines of \$100.00.

**Inform Strata Corporation**

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

**Obtain approval before altering a strata lot**

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the exterior of a building;
  - (b) chimneys, balconies or other things attached to the exterior of a building;
  - (c) doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building, or that front on the common property (including, for example, adding security devices to the entrance door to a strata lot). The front door shall be the original standard, white in color; or shall be embossed, four-panel style with a half moon window, white in color; or shall be embossed, six-panel style with no window, white in color. Windows shall be sliding clear glass, with the exception of landing windows on the front side of upper units, which shall be frosted glass, either closed or with an opening at the top or bottom portion. Exterior metal frames of all townhome windows and sliding patio doors must be dark brown in color. Wood frames around French doors must be green to match trim;
  - (d) fences, railings or similar structures that enclose a patio, balcony or yard;

- (e) gardens in front of units (which includes removal of plants, shrubs, etc.)
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
  - (3) This section does not apply to a strata lot in a bare land strata plan.
  - (4) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which will alter the exterior appearance or the structure of the building and common property.

**Obtain approval before altering common property**

- 6** (1) An Owner must obtain the written approval of the Strata Corporation, by making a written request including a design schematic, before making an alteration to common property or common assets, including but not limited to a trellis at the front of a unit, or a trellis or shed installed on a balcony.
- (2) The strata corporation will require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

**Permit entry to strata lot**

- 7** (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and
    - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

## Division 2 -- Powers and Duties of Strata Corporation

### Repair and maintenance of property by strata corporation

8 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (A) the structure of a building;
    - (B) the exterior of a building;
    - (C) chimneys, balconies and other things attached to the exterior of a building;
    - (D) doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building or that front on the common property;
    - (E) fences, railings and similar structures that enclose balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
  - (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) chimneys, balconies and other things attached to the exterior of a building,
  - (iv) doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building or that front on the common property, and;

- (v) fences, railings and similar structures that enclose balconies and yards.

### **Division 3 -- Council**

#### **Council size**

- 9** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### **Council members' terms**

- 10** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

#### **Removing council member**

- 11** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

#### **Replacing council member**

- 12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new

council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **Officers**

- 13** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
- (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

- 14** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members either
- (i) consent in advance of the meeting, or
- (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **Requisition of council hearing**

- 15** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (3) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within 1 month of the request.

- (4) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

### **Quorum of council**

- 16** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 17** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 18** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **Council to inform owners of minutes**

- 19** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

### **Delegation of council's powers and duties**

- 20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
    - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
    - (b) delegates the general authority to make expenditures in accordance with subsection (3).
  - (3) A delegation of a general authority to make expenditures must
    - (a) set a maximum amount that may be spent, and
    - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
  - (4) The council may not delegate its powers to determine, based on the facts of a particular case,
    - (a) whether a person has contravened a bylaw or rule,
    - (b) whether a person should be fined, and the amount of the fine, or
    - (c) whether a person should be denied access to a recreational facility.

### **Spending restrictions**

- 21** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **Limitation on liability of council member**

- 22** (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended



exercise of any power or the performance or intended performance of any duty of the council.

- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

#### **Division 4 -- Enforcement of Bylaws and Rules**

##### **Maximum fine**

- 23** (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
  - (b) \$50 for each contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
  - (3) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
  - (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

## **Division 5 -- Annual and Special General Meetings**

### **Person to chair meeting**

- 24** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

### **Participation by other than eligible voters**

- 25** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **Voting**

- 26** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

### **Order of business**

**27** The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### **Quorum**

**28** Notwithstanding Section 48(3) of the Act, if within one-half (1/2) hour after the time fixed for holding a General Meeting a quorum is not present, the Owners entitled to vote, present in person or by proxy, constitute a quorum.

## **Division 6 -- Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

- 29** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Division 7 -- Miscellaneous Matters**

### **Small Claims Actions**

- 30** Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a  $\frac{3}{4}$  vote.

### **Electronic Attendance at Meetings**

- 31** Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

### **Garbage Disposal**

- 32** (1) An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied (where possible) before so depositing and
- (2) The owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his

expense if the amount of such refuse and garbage is so great that other owners/residents would not be able to utilize the containers for regular garbage disposal.

### **Bicycles, Storage and Parking**

- 33 (1) All bicycles stored at the front door must be behind trellis.
- (2) An owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (3) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles or motorcycles and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
- (4) An owner, tenant or occupant shall not:
- (a) Use any part of the common property other than a designated parking stall or stalls for the parking of motor vehicles; nor shall he obstruct or permit the sidewalks, walkways, passages and driveways and parking areas to be obstructed by any person living in his strata lot, or visiting it. He shall also not park or permit to be parked any unlicensed vehicles in the development without the written approval of Council. Council will revoke this approval if the vehicle is not maintained in a presentable condition and be insured for public liability in the amount of \$100,000.00. Any vehicle whether licensed or not may be required to be removed from the development if it has a defect that may damage the property (oil and gas leaks, etc.). Each unit is entitled to the exclusive use of the one parking stall assigned and may obtain the use of one extra parking stall by renting it from the strata corporation if any are available. Any excess stalls which are not rented are available on the first come, first serve basis. No trailers or recreational vehicles are permitted in the development except for the purposes of loading and unloading. No vehicles larger than a standard pick-up or van or greater than one ton capacity are permitted. Each strata lot shall be permitted the use of a maximum of two parking stalls.
  - (b) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
  - (c) use any part of the common property for storage.
  - (d) Carry out any major repairs or adjustments to motor vehicles or other mechanical equipment on common property, except in case of emergency. In the case of oil changes and minor repairs, the

owner will complete them as quickly as possible and is responsible to take all necessary precautions to ensure that no fluids, parts or garbage emanate from the vehicle or are left on the common property and that all fluids, parts and garbage are disposed of in a manner that is in keeping with environmental standards. The waste fluids from an oil or fluid change are not to be placed in the garbage or recycling receptacles or poured down any drains.

- (5) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.
- (6) Because of inconvenience to owners living near parking areas and the potential damage to shrubs and plants caused by exhaust, motor vehicles are to park forward into their assigned parking spaces. Backing up in the parking stalls is not permitted. Parking stalls #129, #130, #132, #133, #134, and #135 are exempt.
- (7) An Owner / Occupier shall use the parking space, which has been specifically assigned to his / her Strata Lot. One parking space is assigned per Strata Lot at no cost. A second parking space must be rented from the Strata Corporation for a rental fee of \$10.00 per month.

#### **Move In/Move Out**

- 34** An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot.

#### **Selling of Strata Lots**

- 35** An owner of a strata lot, when selling his/her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.

#### **Acquisition or Disposition of Personal Property**

- 36** The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a ¾ vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

#### **Rental Restrictions**

- 37** Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions:
- (a) at any given time up to eight (8) strata lots may be leased for terms of not less than one year, and the procedure to be followed by the strata corporation in administering this limit will be as follows:

- (i) any owner wishing to rent a strata lot must make an application in writing to the council;
  - (ii) approvals will be granted by the council on a first come basis in the order of the date such applications are received by the council;
  - (iii) the council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this bylaw;
  - (iv) the council will consider each application upon receipt and will respond to each application in writing within one week of receipt;
  - (v) the council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted;
  - (vi) upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within six months (6) from acceptance by the council of such owner's application or the acceptance will be automatically revoked and the council will be entitled to advise the owner next following on the list that its application to rent a strata lot has been approved; and
  - (vii) an owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.
- (b) notwithstanding paragraph (a), where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental;
- (c) this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:
- (i) the spouse of the owner;
  - (ii) a parent or child of the owner; or
  - (iii) a parent or child of the spouse of the owner, where "spouse of the owner" includes an individual who has lived and cohabitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;

- (d) where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:
  - (i) one year after the tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy the strata lot as a tenant; and
  - (ii) one year after the bylaw has been passed; and
- (e) the strata corporation is entitled to impose a fine of up to \$500 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.

### **Persons Permitted on Council**

**38** As permitted by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council provided such person falls within one of the following classes of persons:

- (a) a spouse, including a common law spouse, of an owner; and
- (b) a professional advisor of an owner.

### **Limiting Authority of Council**

**39** Pursuant to sections 4 and 26 of the Act, the power of the strata corporation to grant, renew or cancel short term exclusive use privileges pursuant to section 76 of the Act, may only be exercised by a  $\frac{3}{4}$  vote of the owners at an annual or special general meeting.

### **Limiting Expenditures of Council**

- 40** (1) Subject to subsection (3) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection (1) in the same fiscal year, is less than \$1,000.00.
- (2) If the strata corporation makes an expenditure under subsection (1) above, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$1,000.00 on any single item.
- (3) Notwithstanding subsection (1) above, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

### **Hardwood Floors**

**41** An owner of a strata lot who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less



than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

### Hard Floor Surfaces

**42** The term "hard floor surfaces" in Bylaw #40 shall include hardwood, tile and laminate floors and any other floor surfaces other than carpet. An owner of a Strata Lot who has installed laminate floors shall adhere to the Strata Corporation's Bylaw #40 with respect to hard floor surfaces. Any moveable furniture must have felt padding where the furniture contacts the floor.

### Satellite Dishes

**43** Satellite dishes are permitted with the following provisions:

- (i) One dish per suite (maximum 45 centimeters [18 inches] in diameter) must be professionally installed, with no holes, perforation, or impression made in the building without explicit permission from the Strata Council.
- (ii) The Strata Council and NW 644 assumes no responsibility for the security of the satellite dish, including deliberate or accidental damage, theft, damage from fire, or any other incident. Owners place the dish on the exterior of the building at their own risk.
- (iii) Should the Strata Council find that repairs to the Building are necessary as a direct or indirect result of the dish's installation and/or operation, the Council will undertake the necessary repairs. The cost of such repairs, as well as liability costs for all damage made, assessed solely by the Strata Council, will be borne by the Owner of the strata lot.
- (iv) The dish shall be mounted on the gable end of the roof, at the roof level change on the back of the units, and shall not be visible from the front of the building by any individual on the ground or looking out any window of Kingswood Downes. The Strata Council shall decide the precise location where the dish may be installed. A site plan from the installer must be submitted at the time of request.
- (v) If the dish is unable to be mounted as per bylaw (41)(iv) above due to the reception capability, the dish shall be mounted in the least conspicuous manner in which the owner is able to receive reception. The owner must submit, in writing, a plan from the installer stating where the dish will be mounted prior to approval.
- (vi) Wiring for the dish shall be professionally installed in such a way as to not be visible by any individual looking at the building from a distance of more than 4 meters. **(If wiring cannot be found that is the same color of the building, then the wiring must be painted in order to match the exterior of the building.)** A written plan drafted by the professional installation company, stating the specific location of wiring and installation mechanism, must be approved by the Strata Council in writing before any installation may commence.

- (vii) Should it be necessary for the dish to be moved for any reason, including exterior repairs, every effort will be taken to advise the Owner of the strata lot who will be given the opportunity to remove the dish accordingly. If, however, in the case of an emergency or when the Owner is unable to be contacted, the dish shall be moved to accommodate necessary repairs. Any costs associated with the moving of the dish shall be borne by the Owner of the strata lot. The Strata Council and NW 644 shall not be liable for any damage to the dish caused as a result of it being moved.
- (viii) Prior to permission being granted by the Strata Council for the installation of a dish, the Owner must sign a note acknowledging, reviewing and agreeing to these conditions, assuming appropriate liability, and releasing NW 644 and its Strata Council from any liability with regard to the care, maintenance, and safety of the dish.

Under extenuating circumstances, the Strata Council reserves the right to have a dish removed.

Bylaws amended at AGM – November 27, 2006:

- added Bylaw 28 Quorum
- added Bylaw 3 (11) (w)
- repealed and amended Bylaw 6 (1)
- repealed and amended Bylaws 3 (11) (n1), (n2), & (n3)
- repealed and amended Bylaw 32 (7)
- added Bylaw 2 (4)
- added Bylaw 3 (11) (x)

Bylaws amended at AGM – November 26, 2007:

- repealed and amended Bylaw 5 (1) (c)
- repealed and amended Bylaw 32 (6)
- repealed and amended Bylaw 2 (3)
- re-numbered consecutively from 1 – 43

# NW 644 – KINGSWOOD DOWNES

## RULES

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### Parking

1. \* *Vehicles parking in Stalls #134 and #135 are permitted to park backwards.*

### Windows

1. \* *Exterior frames of all Townhome windows must be dark brown in color.*

- \* *Parking Rule #1 added at June 25, 2007 Council Meeting – to be ratified at the next AGM*
- \* *Window Rule #1 added at June 25, 2007 Council Meeting – to be ratified at the next AGM*



# KINGSWOOD DOWNES RECREATION CENTRE

## RULES

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POOL HOURS: 6:00 a.m. to 10:00 p.m. – Monday to Saturday  
6:00 a.m. to 9:00 p.m. – Sunday

No Entry to the Recreation facility after: 9:30 p.m. on Monday to Saturday & 8:30 p.m. on Sunday

CHILDREN UNDER 15 YEARS OF AGE MUST BE  
ACCOMPANIED BY THEIR PARENTS AT ALL TIMES.

1. The pool is for the use of all owners and tenants and their house guests. Guests must be accompanied by an adult resident owner or tenant. MAXIMUM NUMBER of guests per strata lot is TWO.
2. No persons under 19 years of age are permitted in the whirlpool and sauna areas unless accompanied by a parent.
3. Parents are responsible for the safety of their own children. ALL CHILDREN UNDER FIFTEEN YEARS OF AGE MUST BE ACCOMPANIED AND SUPERVISED BY A PARENT.
4. No food or drinks are allowed on the main floor of the Recreation Centre.
5. No toys, frisbees, balls, air mattresses or scuba equipment, etc. are allowed in the pool area.
6. No running, playing tag or rough play is permitted in or around the pool enclosure.
7. No pets are allowed in the recreation centre.
8. Foot apparel must be worn when entering the recreation centre.
9. Proper swimming attire must be worn; cut-offs are not acceptable.
10. Due to Health Regulations, ALL persons with open sores, bandages, discharging ears or noses or inflamed eyes are NOT ALLOWED TO ENTER THE POOL ENCLOSURE.
11. Persons must refrain from using suntan lotions or similar oils. Neglect of this point will cause a layer of oil to be deposited on the surface of the pool resulting in annoyance and discomfort to all users. All persons after using the sauna, must shower before entering any of the pools.
12. NO SMOKING in the building.
13. Life saving equipment is to be used only in the case of emergency.



THERE WILL BE NO LIFEGUARD ON DUTY.

USE OF THE POOL AND ALL OTHER FACILITIES ARE AT YOUR OWN RISK.

ABUSE OF THESE RULES WILL RESULT IN AN AUTOMATIC FINE AND/OR SUSPENSION OF POOL PRIVILEGES OR CLOSURE OF THE POOL BY THE COUNCIL AND/OR DEPARTMENT OF HEALTH.

IT IS EVERY OWNER'S RESPONSIBILITY TO ASSIST IN THE ENFORCEMENT OF THESE REGULATIONS, BY SUPERVISING THE USE OF THEIR KEY.

REPLACEMENT ACCESS CARDS ARE \$25 IN ALL CIRCUMSTANCES.

\* \* \* \* \*

## GUIDELINES FOR LOUNGE RENTALS

1. Non refundable rental charge of \$50.00.
2. Security Guard: \$25.00 per hour (incl. G.S.T.), minimum \$100.00 per event (incl. G.S.T.).
3. Damage Deposit of \$100.00.
4. Only Strata Lot Owners may reserve the Social Lounge by contacting the Managing Agent.
5. Reservation time to be after 12:00 p.m. and no later than Midnight.
6. Permitted uses of the Social Lounge are limited to PRIVATE PARTIES ONLY.
7. Social Lounge Reservation Form to be completed by Owner prior to the rental.
8. Renter must ensure the Social Lounge is in good condition by 11:00 a.m. the following day.

\* \* \* \* \*

**CARETAKER:** Peter Radacina 604 271-1771.

**PROPERTY MANAGER:** Jeanette Frost – The Wynford Group 604 261-0285.

(Revised. January 2008)

